

REMARKS/ARGUMENTS

The Applicants respectfully request further examination and consideration in view of the amendments above and arguments set forth fully below. Claims 1-4, 6-10, 12, 13, 15-21, 23, 27-30, 34-36, 40, 41, and 43-51 were previously pending in this application. Within the Office Action, Claims 1-4, 6-10, 12, 13, 15-21, 23, 27-30, 34-36, 40, 41, and 43-51 stand rejected under 35 U.S.C. 103(a). By the above amendments, new Claim 52 has been added. Accordingly, Claims 1-4, 6-10, 12, 13, 15-21, 23, 27-30, 34-36, 40, 41, and 43-52 are currently pending in this application.

Amendments to the Claims

Support for new Claim 52 is found in Figure 3 and page 25 of the present specification. Accordingly, no new matter have been added by these amendments to the claims.

Response to Arguments

The Applicants respectfully submit that the proposed combination of the article titled “Argos Business Solutions: Customer Referral Scheme Encourages Sale of Mobile Phones” (hereinafter “Argos”) in view of the article titled “recommend-it.com” (hereinafter “recommend-it”) is improper. However, for the sake of clarity and brevity of this response, the Applicants address the following points raised in the Response to Arguments section of the Office Action, although the Applicants maintain the arguments presented in the previous response is still pertinent.

Point 8. Claim limitation: **“the first set of data comprising a first serial number and a first URL link to a first Web site of the Service Provider having an offer to transact an exchange for the marketable entity”**

On page 6 of the Office Action, the Applicants’ attention is direction to the new rationale presented on page 3 of the Office Action. On page 3, it is recognized that Argos does not specifically teach personalizing the referral or e-mail message, including a serial number for the marketable entity (i.e., mobile phone). However, the Examiner takes Official Notice that serial numbers are unique letters and numbers that are used for identification of a product, and thus “it would have been obvious to a person of ordinary skill in the art at the time of have include in

Argos personalizing the referral by providing to the referee the serial number of the marketable entity (mobile phone) in order to uniquely and unequivocally identify the marketable entity (i.e. mobile phone).” The Applicants respectfully disagree with this conclusion.

The Applicants assume that the Examiner is describing the universal product code (UPC). An UPC is a barcode that is the *same* for items of the same product. Even if it would have been obvious to a person of ordinary skill in the art to personalize the referral with an UPC (it is not), the UPC is *not* unique to identify a particular mobile phone.

However, if the Examiner is indeed describing a truly unique identification associated for each mobile phone, the Applicants are confused as to why such an identification would be included in the referral. Such unique identification would be considered private information not necessarily to be shared. As such, it would not have been obvious to a person of ordinary skill in the art to personalize the referral with a truly unique identification.

Therefore, the Applicants respectfully submit that Argos does not teach the claim limitation “**the first set of data comprising a first serial number and a first URL link to a first Web site of the Service Provider having an offer to transact an exchange for the marketable entity.**”

Point 9. Claim limitation: “**correlating the first set of data in the first e-mail message to data within a database, the data within the database comprising data relating to the reward offered to the first party**”

On pages 6 and 7 of the Office Action, it is stated that “although Argos is silent to the electronic means for transmitting the referral to the second party, Argos teaches the first party referring the second party, the referral correlating or relating the referral discounts, merchandises, points are store in a special database that the first users will get for the referral since points are stored in a special database that the first users will get for the referral...The recommendation of the second party is related to the incentives, points, merchandises that the first party will receive for the recommendation.” The Applicants respectfully disagree with this conclusion.

First, since it is recognized that Argos does not electronic means for transmitting the referral to the second party, it therefore follows that Argos does not teach correlating *any e-mail data* to any other data.

Second, even if Argos does teach correlating the first set of data (it does not), Argos does not teach correlating the first set of data including the serial number since, as explained above,

Argos does not teach that the first set of data includes a serial number.

Therefore, the Applicants respectfully submit that Argos does not teach the claim limitation “**correlating the first set of data in the first e-mail message to data within a database, the data within the database comprising data relating to the reward offered to the first party.**”

Point 10. Claim limitation: “**updating the database with the e-mail address of the second party provided by the first party**”

On page 7 of the Office Action, it is stated that since the Recommend-it service (tm) constructs a personalized e-mail message to the second party, the e-mail address of the second party must therefore be stored in a database. The Applicants respectfully disagree with this conclusion.

As illustrated on page 2 of recommend-it, the user is able to fill out a form, and the Recommend-it.com (tm) service constructs a personalized message regarding the website to those email addresses entered by the user. The email address is simply saved in a variable. The email address need not be saved in a database. In fact, there is no reason to since the email address is simply retrieved from the *Email Recipient* field of the form. Nowhere within recommend-it does recommend-it teach that the email addresses provided by the user are updated in the database. *To conclude that recommend-it teaches updating the database with the e-mail address of the second party is to read much more into recommend-it than its actual reading.*

Therefore, the Applicants respectfully submit that recommend-it does not teach the claim limitation “**updating the database with the e-mail address of the second party provided by the first party.**”

Point 11. Claim limitation: “**a from field populated with an e-mail address of the first party**”

On page 7 of the Office Action, it is stated that “the e-mail received by the second party includes the e-mail address of the recommender. For example, Eileen_velvet@didem.com represents the starting point or where the recommendation came from.”

The Applicants respectfully submit that although the email address of the recommender is shown, it is shown in the *reply-to field*, not the *from field*. This is explicitly illustrated on page 4

of recommend-it. Having the email address of the recommender in the from field, as taught by the present specification, minimizes the likelihood of the message being deleted upon receipt by the recipient.

The Applicants respectfully submit that recommend-it does not teach the claim limitation **“a from field populated with an e-mail address of the first party.”**

Point 12. Claim limitation: **“updating the database with an e-mail address of a third party provided by at least one of the first party and the second party”**

On pages 7-8 of the Office Action, it is stated that since Recommend-it.com (tm) service must store the email addresses of all parties recommended in order to later construct a personalized message. The Applicants respectfully disagree with this conclusion for the same reasons provided above.

Again, the Applicants respectfully submit that the email address is simply saved in a variable; the email address need not be saved in a database since there is no need to. Nowhere within recommend-it does recommend-it teach that the email addresses provided by the user are updated in the database. *To conclude that recommend-it teaches updating the database with the e-mail address of the second party is to read much more into recommend-it than its actual reading.*

The Applicants respectfully submit that recommend-it does not teach the claim limitation **“updating the database with an e-mail address of a third party provided by at least one of the first party and the second party.”**

Point 13. Claim limitation: **“forwarding an authenticating e-mail message from the first party to a provider of the first Web site, the authenticating e-mail message comprising a first serial number and the e-mail address of the second party, the authenticating e-mail message thereby enabling the second party to access the first Web site and transact for the marketable entity”**

On page 8 of the Office Action, it is stated that in recommend-it, “the e-mail addresses would have to be authenticated by the system in order for the e-mail to be sent for example, at the point where Recommend-it construct the e-mail messages to the second, third parties, the e-mail addresses correctness is confirmed in order for the e-mail to be transmitted. If an incorrect e-

mail was submitted for a particular party then the party will not be able to receive the message because of the incorrect e-mail address.” The Applicants respectfully disagree with this conclusion.

First, nowhere within recommend-it does recommend-it hint, teach or suggest that any email addresses are confirmed. The Examiner concludes that since an email message will not be successfully delivered to an incorrect email address, email addresses therefore must first be confirmed. *Such clever conclusion that recommend-it first confirms email addresses is to read much more into recommend-it than its actual reading.* The Applicants respectfully submit that there is no need, in recommend-it, to first confirm the email addresses because incorrect email addresses simply result in failed transmissions.

Second, even if email addresses are confirmed or authenticated (they are not), authentication is not by *the first party*. Instead, per the Examiner, authentication is by *the recommend-it system*. As such, authentication is not via an *authenticating email message* since the recommend-it system would not send itself an email message.

Third, since recommend-it does not teach authenticating email message, it therefore follows recommend-it does not teach that the *authenticating email message comprises the first serial number and the email address of the second party*.

Fourth, nowhere within recommend-it does recommend-it hint, teach or suggest that the authentication email message which includes the second party’s email address is to enable the second party to access the web site.

The Applicants respectfully submit that recommend-it does not teach the claim limitation **“forwarding an authenticating e-mail message from the first party to a provider of the first Web site, the authenticating e-mail message comprising a first serial number and the e-mail address of the second party, the authenticating e-mail message thereby enabling the second party to access the first Web site and transact for the marketable entity.”**

Claim Rejections – 35 U.S.C. §103(a)

Within the Office Action, claims 1-4, 6-10, 12, 13, 15-21, 23, 27-30, 34-36, 40, 41, and 43-51 are rejected under § 103(a) as being unpatentable over the article titled Argos in view of the article titled recommend-it.com. The Applicants respectfully traverse these rejections.

Argos teaches a referral program that is designed to reward customers for referring family and friends to DX Communications to purchase a new mobile phone. According to Argos “the DX Collect scheme is a chequebook-based incentive programme. Customers refer colleagues,

friends or family to DX by completing a DX Collect cheque with name and address details. Customers then collect points for purchases made by the referee. Discount on DX merchandise, up to GBP 300 worth or Argos vouchers and a GBP 1,000 holiday voucher are amongst the rewards available for between 1 to 40 successful referrals. Points are stored on a special database until customers are ready to select a reward.” [Argos, page 1, paragraph 3] No other details are provided as to the implementation of this referral program. Argos provides no details as to the specific steps associated with the referral program. Argos simply teaches a first step where existing customers fill out a DX Collect cheque, and an end result where the referencing party (Customer) collects points for purchases made by the referee. We are left to guess at the intervening steps.

Recommend-it teaches a service whereby a first user can recommend a website to a second user. The recommendation comes in the form of an email sent by the recommend-it service to the second user. To initiate the recommendation, the first user completes a form provided by the recommend-it service. The recommendation form includes an option for the first user to receive a promotional newsletter. Although this option is presented on the same form that the first user fills out to recommend the website, the promotional newsletter is not an actual reward for making the recommendation because the promotional newsletter can be received regardless of whether the first user makes the recommendation.

The Applicants have repeatedly argued that Argos is nothing more than a marketing piece that announces the introduction of a new incentive scheme offered by DX Communications, as implemented by Argos Business Solutions. There are absolutely no details related to either the conceptual implementation details or a physical infrastructure used to implement this incentive scheme. The proposed combination of Argos in view of recommend-it cannot be made with *a reasonable expectation of success* as required under MPEP 2143. The Applicants is unclear as to how the burden of establishing a *prima facie* case of obviousness based on the teachings of Argos and recommend-it has not been met within the Office Action. Therefore, the proposed combination of Argos in view of recommend-it is not proper.

However, even if the proposed combination of Argos in view of recommend-it is proper, neither Argos, recommend-it nor their combination teach at least the limitations discussed above. For at least these reasons, independent Claims 1, 46 and 50 are all allowable over Argos, recommend-it and their combination. Claims 2-4, 6-10, 12-13, 15-21, 23, 27-30, 34-36, 40-41, and 43-45 depend from independent Claim 1. Claims 47-49 depend from the independent Claim 46. Claim 51 depends from the independent Claim 50. Because the dependent claims 2-4, 6-10,

12-13, 15-21, 23, 27-30, 34-36, 40-41, 43-45, 47-49, and 51 are dependent on allowable base claims, they are also allowable.

Further, in regards to Claim 3, the Applicants respectfully submit that neither Argos, recommend-it nor their combination teach the limitation **“the step of updating the database with an e-mail address of the second party is performed through an e-mail field accessed by the first party through a Web browser”** since Argos, recommend-it and their combination fails to teach updating any database, as discussed above.

Further, in regards to Claim 4, the Applicants respectfully submit that neither Argos, recommend-it nor their combination teach the limitation **“updating the database with an e-mail address of a third party provided by at least one of the first party and the second party”** since Argos, recommend-it and their combination fails to teach updating any database, as discussed above.

Further, in regards to Claim 8, the Applicants respectfully submit that Argos, recommend-it and their combination do not teach the limitation **“forwarding an authenticating e-mail message from the first party to a provider of the first Web site, the authenticating e-mail message comprising a first serial number and the e-mail address of the second party, the authenticating e-mail message thereby enabling the second party to access the first Web site and transact for the marketable entity,”** for at least the reasons discussed above.

Further, in regards to Claim 9, the Applicants respectfully submit that neither Argos, recommend-it nor their combination teach the limitation **“the step of forwarding the first e-mail message to the second party and the step of forwarding the authenticating e-mail message to the provider are performed as the result of a single mail command initiated by the first party,”** for at least the reasons discussed above.

New Dependent Claim 52

Claim 52 depends from the independent Claim 1. Because Claim 52 is dependent on an allowable base claim, Claim 52 is also allowable.

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In view of the foregoing, the Applicants believe all claims now pending in this application are in condition for allowance. The issuance of a formal Notice of Allowance at an early date is respectfully requested. If the Examiner believes that a telephone conference would expedite prosecution of this application, the Examiner is encouraged to contact the undersigned at (408) 530-9700.

Respectfully submitted,
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